

REMARKS

Claims 1 to 12 and 22 to 24 are in this application.

Claims 13 to 21 have been cancelled pursuant to the Requirement for Restriction being made FINAL. Applicant reserves the right to file a separate Divisional application on these claims.

The allowance of claims 1 to 3, 11 and 12 is acknowledged.

Claim 6 has been rewritten in independent form and is believed to be allowable as indicated.

Claim 7 depends from claim 6 and is believed to be allowable as indicated.

Each of claims 4 and 8 has been amended to avoid any ambiguity and each is believed to be in conformance with the provisions of 35 USC 112.

The Description has been amended in page 7 to correct an inadvertant error and to conform with Fig. 4.

Reconsideration of the rejection of claims 4, 5, 8, 9 and 10 is requested.

Claim 4 has been rejected as being clearly anticipated by Best. Issue is taken in this respect.

Claim 4 is directed to a blank for making a novelty product that is comprised of "a sheet of paper". Best, on the other hand, describes a sheet of card stock 58 (column 5, lines 37 to 38). For this reason alone, a rejection of claim 4 as being clearly anticipated by Best is not warranted pursuant to the provisions of 35 USC 102.

Claim 4 further requires the sheet of paper to have "a first transverse line of weakening to divide said sheet in half. . .". The sheet of card stock 58 of Best does not have a line of weakening much less a transverse line of weakening. Note that Best uses a cutting device to separate the continuous sheet of stock 58 into the first 12 and

second 24 layers of card stock. (Column 5, lines 59 to 61). For this additional reason, a rejection of claim 4 as being clearly anticipated by Best is not warranted pursuant to the provisions of 35 USC 102.

Claim 4 further requires "a removable liner disposed over said adhesive on each of said sections for removal therefrom to permit folding. . . to allow said adhesive to laminate said first removable section with said second removable section." Best does not describe or teach such a structure. Specifically, the liner 22 of Best which is applied over the adhesive layer 26 is cut by a cutting device with the liner 22 on the second layer 24 of card stock remaining in place (See column 5, lines 59 to 66). For this additional reason, a rejection of claim 4 as being clearly anticipated by Best is not warranted pursuant to the provisions of 35 USC 102.

Claim 8 has been rejected as being clearly anticipated by Best. However, claim 8 is directed to a blank for a novelty product that comprises "a sheet of paper". As noted above, Best describes a sheet of card stock 58. Accordingly, a rejection of claim 8 as being clearly anticipated by Best is not warranted pursuant to the provisions of 35 USC 102.

Claim 8, as amended, as claim 4, requires "a removable liner disposed over said adhesive. . . for removal therefrom to permit folding. . . to allow said adhesive to laminate said first removable suction with said second removal section." As noted above, Best retains the liner 22 over the adhesive layer 26 on the second layer of card stock 24. Note that each mini-coupon 40 is formed of a laminate 32, second layer of card stock 24 and associated adhesive layer 26. (See column 6, lines 12 to 15). The liner 22 remains in place with the first layer of card stock and associated adhesive layer 26. (See column 6, lines 15 to 19).

Claim 9 has been rejected as being clearly anticipated by Best. However, claim 9 depends from claim 8 and further requires "a fold line disposed transversely between said sections for folding of said sections onto each other". Best does not describe or teach a transverse fold line. Instead, as noted above, Best employs a cutting device to separate the parts 58 into the two layers 12, 24 of card stock. Accordingly, a rejection of claim 9 as being clearly anticipated by Best is not warranted pursuant to the provisions of 35 USC 102.

Note is made that a sheet of paper is distinct from a sheet of card stock. As is known, card stock designates a thickness that is greater than the thickness of a sheet of paper. Further, there is no teaching in Best that the sheet of card stock 58 may be replaced by a sheet of paper. Accordingly, it would not be obvious to one of ordinary skill in the art to modify the structure of Best to employ a sheet of paper in substitution for the card stock.

Claim 4 has also been rejected as being unpatentable over Skees. The Examiner alleges that Skees discloses the claimed invention except for a removable liner disposed over the adhesive 90 on one of the removable sections 86, 88. The Examiner alleges that it would be obvious to dispose a liner over the adhesive in Skees since it was known in the art that liners prevent premature adherence between sections.

Reconsideration of the rejection of claim 4 as being unpatentable over Skees is requested. Specifically, a mailer such as described in Skees is typically supplied and processed in stacks. Accordingly, when a stack of such mailers is provided, there is a need that the stack of such mailers be flat. That is to say, the thickness of each mailer should be uniform so that the stack of mailers has a uniform thickness. When applying a coating of adhesive to only a small area of a mailer, such as in Skees, the overall

thickness of the mailer in that area is slightly increased. Likewise, the stack of such mailers has an increased thickness corresponding to the location of the adhesive. Since an overall thickness of an adhesive layer is usually relatively small, this does not present a particular problem. However, should a removable liner be placed over the adhesive, the liner does create a problem. That is to say, the thickness of the liner approaches the thickness of the mailer itself so that a stack of mailers presents a hump or bulge in the location corresponding to the liners. For example, if the liner were the same thickness as the mailer, a one inch stack of mailers would show a two inch thickness in the area where the liners are stacked on each other.

Further, since Skees does not place a liner over the adhesive patterns 44 on the two plys 38,42 thereby allowing the the two plys to be laminated together, placement of a liner over the adhesive patterns 44 would be contrary to the teachings of Skees.

Still further, placement of a liner over the adhesive patterns 44 to prevent premature adherence between sections as alleged by the Examiner would either be redundant or serve no useful purpose. That is, in the case where the adhesive patterns 44 require pressure in order to be adhered to each other, simple contact between the adhesive patterns 44 when the two plys 38,42 are first folded together does not cause adherence of the adhesive patterns 44 together. Hence, no need for a liner. In the second case, the liner would require removal before the two plys 38,42 can be folded together. This would expose the adhesive patterns 44 thereby allowing for the premature adherence that the liner was to prevent.

Finally, since Skees also has adhesive patterns 46,48 along the sides, if a liner were placed over the adhesive patterns 44 to prevent premature adherence between sections liners would be required over the adhesive patterns 46,48 along the sides. The

teaching of Skees, however, is that liners are not required and would be contrary to the teachings of Skees.

In view of the above, one of ordinary skill in the art would not be motivated to apply a removable liner over the adhesive patterns 44 of Skees. Accordingly, a rejection of claim 4 as being unpatentable over Skees is not warranted pursuant to the provisions of 35 USC 103.

Claim 5 depends from claim 4 and is believed to be allowable for similar reasons. Furthermore, claim 5 requires a "third area" and a "fourth area" to each have a "removable section.". The areas 80, 82 of Skees while removable from the sections 76, 78, do not have removable sections therein. Accordingly, a rejection of claim 5 as being unpatentable over Skees is not warranted pursuant to the provisions of 35 USC 103.

Claim 22 contains recitations similar to claim 4 and is believed to be allowable for similar reasons. In this respect, claim 22 is directed to a blank that has imaging received on the first and second sections thereof whereas claim 4 does not positively recite imaging on the first and second sections.

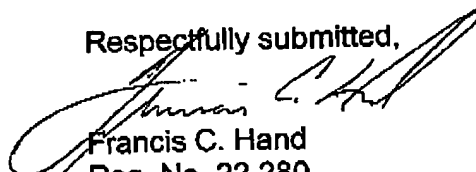
Further, claim 22 requires the sheet of paper to have "a first area. . . to receive imaging thereon and having a removable first section smaller than and within said first area" as well as "a second area. . . having a removable second section smaller than and within said second area. . . ". Neither Best nor Skees describes or teaches such a structure. Accordingly, for this additional reason, claim 22 is believed to be allowable over the references of record pursuant to the provisions of 35 USC 102 and 103.

Claim 23 depends from claim 22 and is believed to be allowable for similar reasons.

Claim 24 is directed to the combination comprising "a roll; and a continuous web of paper on said roll. . . ". Further, the web is recited as being separable at intervals to form discreet pieces with each piece having at least 2 sections that are characterized in a manner similar to claim 4. Accordingly, for reasons expressed above with respect to claim 4, claim 24 is believed to be allowable over the references of record pursuant to the provisions of 35 USC 102 and 103.

The application is believed to be in condition for allowance and such is respectfully requested.

Respectfully submitted,



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